

BLM # JSA091001  
USBR # 9-FG-81-0143  
USGS # G09AC00229  
NPS #s (WASO) H2370094001  
(IMR) H1200090005  
USDA FS # 09-JV-11221601-178  
NRCS # A-3A75-9-90  
DOD ODUSD (I&E) # W912DY-09-2-0020

## **COLORADO PLATEAU COOPERATIVE ECOSYSTEM STUDIES UNIT**

### **COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

**DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
U.S. Bureau of Reclamation  
U.S. Geological Survey  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
USDA Forest Service  
Natural Resources Conservation Service**

**DEPARTMENT OF DEFENSE  
Office of the Deputy Under Secretary of Defense  
(Installations and Environment)**

**and**

**NORTHERN ARIZONA UNIVERSITY (HOST)  
Arizona State University  
Colorado State University  
Diné College  
Fort Lewis College  
Haskell Indian Nations University  
New Mexico State University  
Oregon State University  
University of Arizona  
University of Nevada-Reno  
Utah State University  
The Arboretum at Flagstaff  
Museum of Northern Arizona**

**Mesa State College  
Southern Utah University  
Center for Desert Archaeology  
Rocky Mountain Bird Observatory  
Weber State University  
University of New Mexico  
Navajo Nation  
Crow Canyon Archaeological Center  
University of Pennsylvania**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Geological Survey, National Park Service, USDA Forest Service, Natural Resources Conservation Service, and Department of Defense, Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called Federal Agencies), and Northern Arizona University and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Colorado Plateau Cooperative Ecosystem Studies Unit (CESU). This continuation of the Colorado Plateau CESU is implemented by mutual consent of the parties and is consistent with the prior Agreement and the express intent of the request for proposals for that Agreement. The Colorado Plateau CESU is associated with a national network of CESUs.
- B. The objectives of the Colorado Plateau Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for

the use and enjoyment of present and future generations (43 USC 1701 et seq.). In accordance with 43 USC 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance and education.

- D. The U.S. Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 USC Chapter 12). USBR is authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states that the Commissioner is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 USC 661 et seq., as is necessary to provide assistance, through grants or cooperative agreements, to public or private organizations for the improvement of fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects. In accordance with this authority, and also in accordance with the Omnibus Public Land Management Act of 2009 (P.L. 111-11), Subtitle F-Secure Water, Sec 9502, 9504, and 9509, the USBR is authorized to enter into a cooperative agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance and education.
- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 USC 6302 et seq., 16 USC 1a-2j, 16 USC 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wild life therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 USC 1 et seq.). In accordance with 16 USC 1a-2j and 16 USC 5933, the NPS is authorized to enter into a cooperative agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance and education.
- G. The USDA Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 USC 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to continue the Colorado Plateau CESU to assist in providing research, technical assistance and education.

- H. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under 16 USC 590a-f, NRCS is authorized to enter into this cooperative agreement continuing the Colorado Plateau CESU to assist in providing research, technical assistance and education.
- I. The Department of Defense (hereinafter called DoD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 USC 670c-1, 10 USC 2358, 10 USC 2694, 10 USC 2684, and P.L. 103-139 (FY 94 NDAA, page 107 Stat. 1422) DoD is authorized to enter into this cooperative agreement continuing the Colorado Plateau CESU to assist in providing research, technical assistance and education under agreement number # W912DY-09-2-0020. The U.S. Army Corps of Engineers through the Office of the Deputy Under Secretary of Defense (Installations and Environment) may only use this agreement for cooperative projects that are for the benefit of the Military Services and their installations and within the objectives of the CESU.
- J. Northern Arizona University (hereinafter called Host University) is a major university located on the Colorado Plateau. Located in Flagstaff, Arizona, Northern Arizona University (NAU) is in close proximity to 33 national parks or monuments, 17 national forests, 26 wilderness areas, various BLM lands, and reservations of several Native American nations. In accordance with its long history of providing research and support for land management agencies, NAU has also focused on educating and training undergraduate and graduate students for positions in land management agencies on the Colorado Plateau. NAU is a doctoral research intensive university offering a broad spectrum of undergraduate degrees (95), 47 masters degrees, and the doctorate in 9 fields. NAU enrolls over 18,000 students, with about 13,000 in Flagstaff and the remainder in the 30 statewide sites throughout Arizona.
- K. The partner institutions to the Host University include Arizona State University, Colorado State University, Diné College, Fort Lewis College, Haskell Indian Nations University, New Mexico State University, Oregon State University, University of Arizona, University of Nevada-Reno, Utah State University, The Arboretum at Flagstaff, Museum of Northern Arizona, Mesa State College, Southern Utah University, Center for Desert Archaeology, Rocky Mountain Bird Observatory, Weber State University, University of New Mexico, Navajo Nation, Crow Canyon

Archaeological Center, and University of Pennsylvania (hereinafter called Partner Institutions).

## **ARTICLE II. STATEMENT OF WORK**

A. Each Federal Agency agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Colorado Plateau CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Colorado Plateau CESU Managers Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other polices generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the Agreement; and
10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the Colorado Plateau CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Colorado Plateau CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Colorado Plateau CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Colorado Plateau CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Colorado Plateau CESU Federal Agency staff to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Colorado Plateau CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Colorado Plateau CESU Managers Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Colorado Plateau CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Colorado Plateau CESU objectives and allow and encourage faculty to participate in the program as appropriate;

2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the Colorado Plateau CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Maintain the Colorado Plateau CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a current Colorado Plateau CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that include a specific "scope of work" statement and a brief explanation of the following:
  - (a) the proposed work;
  - (b) the project contribution to the objectives of the CESU;
  - (c) the methodology of the project;
  - (d) the substantial involvement of each party;
  - (e) the project budget and schedule;
  - (f) the specific deliverables;
5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense). These documents are incorporated into this Agreement by reference.

### **ARTICLE III. TERM OF AGREEMENT**

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 18 June 2009. Parties will

have until 18 June 2009 to sign this Agreement and thereby express their intent to continue participation in the Colorado Plateau CESU; parties that do not sign this Agreement by 18 June 2009 will not be participants in the Colorado Plateau CESU.

- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Colorado Plateau CESU.
- C. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III. C.1.
  - 1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one Federal Agency to another Federal Agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

#### **ARTICLE IV. KEY OFFICIALS**

- A. The technical representatives for the Federal Agencies are as follows:
  - 1. Bureau of Land Management

Ron Bolander



Bureau of Land Management  
Utah State Office  
PO Box 45155  
Salt Lake City, UT 84145-0155  
Phone: (801) 539-4065  
Fax: (801) 539-4074  
Ron\_Bolander@blm.gov

2. U.S. Bureau of Reclamation

Dr. Mark McKinstry  
Bureau of Reclamation  
Office of Adaptive Management  
125 South State Street, UC-735  
Salt Lake City, UT 84138  
Phone: (801) 524-3835  
Fax: (801) 524-5499  
mmckinstry@usbr.gov

3. U.S. Geological Survey

Dr. David Mattson  
Supervisory Ecologist  
USGS Southwest Biological Science Center  
Colorado Plateau Research Station  
PO Box 5614  
Flagstaff, AZ 86011-5614  
Phone: (928) 523-7768  
Fax: (928) 556-9111  
Mobile: (203) 815-4645  
David.Mattson@nau.edu

4. National Park Service

Dr. Judy Bischoff  
CPCESU Research Coordinator  
Northern Arizona University  
PO Box 5765  
Flagstaff, AZ 86011-5765  
Phone: (928) 523-6638  
Fax: (928) 523-2014  
Judy.Bischoff@nau.edu

Anne Trinkle Jones  
Cultural Resources Coordinator  
Northern Arizona University

PO Box 5765  
Flagstaff, AZ 86011-5765  
Phone: (928) 523-0680  
Fax: (928) 523-2014  
A\_Trinkle\_Jones@nps.gov

5. USDA Forest Service

Dr. Carolyn Hull Sieg  
Research Plant Ecologist  
2500 S. Pine Knoll Drive  
Flagstaff, AZ 86001-6381  
Phone: (928) 556-2151  
Fax: (928)556-2130  
csieg@fs.fed.us

6. Natural Resources Conservation Service

Dr. Lillian Woods  
National Technology Support Coordinator  
Science and Technology  
USDA-NRCS  
PO Box 2890  
Room 6227-S  
Washington, DC 20013  
Phone: (202) 690-2010  
Fax: (202) 720-4839  
Lillian.Woods@wdc.usda.gov

7. Office of the Deputy Under Secretary of Defense (Installations and Environment)

Alan B. Anderson  
Chief, Ecological Processes Branch  
U.S. Army Engineer Research and Development Center (ERDC)  
Construction Engineering Research Laboratory (CERL)  
2902 Farber Drive  
Champaign, IL 61822  
Phone: (217) 352-6511 Ext. 6390  
Phone: 800/USACERL Ext. 6390  
Fax: (217) 373-7266  
alan.b.anderson@usace.army.mil

Administrative Representative:

Joyce Roberts  
Contract Specialist

Vicksburg Consolidated Contracting Office  
CEMVK-CT-TC/J. Roberts  
PO Box 9005  
Champaign, IL 61826-9005  
Phone: (217) 373-4479, or 800/USACERL Ext. 4479  
Fax: (217) 373-6773  
Joyce.I.Roberts@usace.army.mil

- B. The technical representatives for the Host University, Northern Arizona University, are as follows:

Dr. Ron Hiebert  
Director, CPCESU  
Northern Arizona University  
PO Box 5765  
Flagstaff, AZ 86011-5765  
Phone: (928) 523-0877  
Fax: (928) 523-8223  
Ron.Hiebert@nau.edu

Wilma G. (Winnie) Ennenga  
Director, Grant and Contract Services  
Box 4130  
Northern Arizona University  
Flagstaff, AZ 86011-4130  
Phone: (928) 523-8319  
Fax: (928) 523-1075  
Winnie.Ennenga@nau.edu

Laura Cagney  
Administrative Assistant, CPCESU  
PO Box 5765  
Northern Arizona University  
Flagstaff, AZ 86011-5765  
Phone: (928) 523-5549  
Fax: (928) 523-8223  
Laura.Cagney@nau.edu

- C. The technical representatives for the Partner Institutions are:

1. Arizona State University

Dr. Charles Redman  
Director, Center for Environmental Studies

Arizona State University  
Box 873211  
Tempe, AZ 85287-3211  
Phone: (480) 965-2975  
Fax: (480) 965-8087  
Charles.Redman@asu.edu

Dr. Arleyn W. Simon  
Director, Archaeological Research Institute  
School of Human Evolution & Social Change  
PO Box 872402  
Arizona State University  
Tempe, AZ 85287-2402  
Phone: (480) 965-6957  
Fax: (480) 965-7671  
Arleyn.Simon@asu.edu

2. Colorado State University

Dr. Gillian Bowser  
Assistant Dean  
Warner College of Natural Resources  
Colorado State University  
Fort Collins, CO 80523-1401  
Phone: (970) 491-5871  
Fax: (970) 491-0279  
Gillian.Bowser@colostate.edu

3. Diné College

Marnie Carroll  
Chair, Math/Science/Technology  
Shiprock Campus  
Diné College  
P.O. Box 580  
Shiprock, NM 87420  
Phone: (505) 368-3556  
Fax: (505) 368-3550  
mkcarroll@dinecollege.edu

4. Fort Lewis College

Dr. Catherine Ortega  
Director, San Juan Institute of Natural and Cultural Resources  
Fort Lewis College  
Durango, CO 81301

Phone: (970) 247-7393  
ortega\_c@fortlewis.edu  
<http://www.fortlewis.edu/SJINCR>

5. Haskell Indian Nations University

Bill Welton  
Natural Resources Instructor  
Haskell Indian Nations  
PO Box 5001  
Lawrence, KS 66046  
Phone: (785) 830-2717  
Fax: (785) 749-8439  
bwelton@haskell.edu

6. New Mexico State University

Dr. LeRoy A. Daugherty  
Associate Dean and Associate Director, Agricultural Experiment Station  
College of Agriculture and Home Economics  
Box 30003, MSC 3BR  
New Mexico State University  
Las Cruces, NM 88003-8003  
Phone: (505) 646-3125  
Fax: (505) 646-5975  
ldaugh@nmsu.edu

7. Oregon State University

Lisa J. Gaines  
Institute for Natural Resources  
Oregon State University  
210 Strand Agricultural Hall  
Corvallis, OR 97331-2208  
Phone: (541) 737-1976  
Fax: (541) 737-1887  
lisa.gaines@oregonstate.edu

8. University of Arizona

Dr. Lisa Graumlich  
Director, School of Natural Resources  
University of Arizona  
325 Bioscience East  
Tucson, AZ 85721-0043  
Phone: (520) 621-7257

Fax: (520) 621-8801  
cpr@cal.s.arizona.edu

9. University of Nevada-Reno

Dr. C. Richard Tracy  
Director, Biological Resources Research Center  
Director, Ecology, Evolution, and Conservation Biology  
Biological Resources Research Center MS 314  
University of Nevada-Reno  
Reno, NV 89557  
Phone: (702) 784-1925  
Fax: (702) 784-1369  
dtracy@biodiversity.unr.edu

10. Utah State University

Dr. Mark Brunson  
Department of Environment and Society  
Utah State University  
5215 Old Main Hill  
Logan, UT 84322-5215  
Phone: (435) 797-2458  
Fax: (435) 797-4048  
Mark.Brunson@usu.edu

11. The Arboretum at Flagstaff

Kristin Haskins  
The Arboretum at Flagstaff  
4001 S. Woody Mountain Road  
Flagstaff, AZ 86001  
Phone: (928) 774-1442 Ext114  
Fax: (928) 774-1441  
Kristin.Haskins@nau.edu

12. Museum of Northern Arizona

Ted Neff  
Museum of Northern Arizona  
3101 N. Fort Valley Rd  
Flagstaff, AZ 86001-8348  
Phone: (928) 774-5211 Ext 260  
Fax: (928) 779-1527  
tneff@mna.mus.az.us

13. Mesa State College

Dr. Tamera Minnick  
Associate Professor, Environmental Science and Technology  
Mesa State College  
1100 North Ave  
Grand Junction, CO 81501-3122  
Phone: (970) 248-1663  
Fax: (970) 248-1700  
tminnick@mesastate.edu

14. Southern Utah University

Brian Cottam  
Associate Director, Office of Regional Services  
Southern Utah University  
351 West University Blvd. PE 222  
Cedar City, UT 84720  
Phone: (435) 865-8023  
Cellular: (435) 891-4533  
Fax: (435) 865-8236  
cottamb@suu.edu

15. Center for Desert Archaeology

Dr. William H. Doelle  
President, Center for Desert Archaeology  
300 East University Blvd., Suite 230  
Tucson, AZ 85705  
Phone: (520) 881-2244  
Fax: (520) 881-0325  
bill@desert.com

16. Rocky Mountain Bird Observatory

David Hanni  
Monitoring Division Director  
230 Cherry Street  
Fort Collins, CO 80521  
Phone: (970) 482-1707 Ext 13  
Fax: (970) 472-9031  
David.Hanni@rmbo.org

17. Weber State University

Eddie Hoyle

Research Administrator  
Office of Sponsored Projects  
Weber State University  
1027 University Circle  
Ogden, UT 84408-1027  
Phone: (801) 626-7619  
Fax: (801) 626-6147  
ehoyle@weber.edu

18. University of New Mexico

Tom Turner  
Department of Biology  
MSC 03-2020  
1 University of New Mexico  
Albuquerque, NM 87131-0001  
Phone: (505) 277-2704  
Fax: (505) 277-0304  
turnert@unm.edu

19. Navajo Nation

Davina Two Bears  
Director, Navajo Nation Archaeology Division  
Northern Arizona University  
PO Box 6013  
Flagstaff, AZ 86011-6013  
Phone: (928) 523-7428  
Fax: (928) 523-7290  
drt4@nau.edu

Jeff Cole  
Navajo Fish and Wildlife  
Navaho Division of Natural Resources  
PO Box 1480  
Window Rock, AZ 86515  
Phone: (928) 871-7068  
Fax: (928) 871-7069  
jcole@navajofishandwildlife.org

20. Crow Canyon Archaeological Center

Mark Varien  
Vice President of Programs  
Crow Canyon Archaeological Center  
23390 C.R. K



Cortez, CO 81321  
Phone: (970) 564-4351  
Fax: (970) 565-4859  
Mvarien@crowcanyon.org

21. University of Pennsylvania

Dr. Frank Matero  
Professor of Architecture  
Chair Graduate Program in Historic Preservation  
115 Meyerson Hall, Room 210  
South 34th Street  
University of Pennsylvania  
Philadelphia, PA 19104  
Phone: (215) 898-3169  
Fax: (215) 573-6326  
fgmatero@design.upenn.edu

**ARTICLE V. AWARD**

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications.
  - 1. One exception is that the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA FS cost-sharing requirements of 20% of total project costs.
  - 2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 705 of P.L. 111-8.

3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

## **ARTICLE VI. PRIOR APPROVAL**

Prior approvals are in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).

## **ARTICLE VII. REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Colorado Plateau CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to this Agreement.
- C. A current role and mission statement for the Colorado Plateau CESU will be agreed to and maintained by all Colorado Plateau CESU cooperators. Copies of the role and mission statement will be available to all parties to this Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Colorado Plateau CESU and will:

1. Describe the Colorado Plateau CESU ongoing and proposed research, technical assistance and education activities;
2. Describe anticipated projects and products; and
3. Identify faculty, staff, and students involved in the Colorado Plateau CESU during the year.

Copies of the annual work plan will be available to all parties to this Agreement.

- E. A current multi-year strategic plan will be maintained to generally guide the Colorado Plateau CESU. Copies of the strategic plan will be available to all parties to this Agreement.

## **ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION**

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).

## **ARTICLE IX. TERMINATION**

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, as applicable, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

## **ARTICLE X. REQUIRED/SPECIAL PROVISIONS**

### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC §

6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 USC 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 USC 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. **LIABILITY PROVISION:**

Governmental Parties

The Federal Agencies (excluding the US Forest Service), Host University, and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest

extent permitted by their respective applicable laws, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

This provision is applicable to the USDA Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. 28 USC §1346 (b), 2672 et seq.

#### Navajo Nation

- (a) Nothing in this agreement shall constitute a waiver of sovereign immunity of the Navajo Nation.
- (b) The Navajo Nation's obligations under this agreement are subject to available appropriations.

#### Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

7. TRAFFICKING IN PERSONS:

(a) Provisions applicable to a recipient that is a private entity.

- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --

- i. Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
  - a. Associated with performance under this award; or
  - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(c) Provisions applicable to any recipient.

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

- (1) "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- ii. Includes:
  - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - b. A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

## B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

## ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

The following are to be incorporated into this Agreement:

1. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

## ARTICLE XII. ATTACHMENTS

The following documents are attached:

- ATTACHMENT 1 – Request for Advance or Reimbursement, SF 270
- ATTACHMENT 2 – Federal Financial Report, SF 425



### **ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

#### **DEPARTMENT OF THE INTERIOR**

- A. Bureau of Land Management
- B. U.S. Bureau of Reclamation
- C. U.S. Geological Survey
- D. National Park Service

#### **DEPARTMENT OF AGRICULTURE**

- E. USDA Forest Service
- F. Natural Resources Conservation Service

#### **DEPARTMENT OF DEFENSE**


- G. Office of the Deputy Under Secretary of Defense  
(Installations and Environment)

#### **H. NORTHERN ARIZONA UNIVERSITY**

- I. Arizona State University
- J. Colorado State University
- K. Diné College
- L. Fort Lewis College
- M. Haskell Indian Nations University
- N. New Mexico State University
- O. Oregon State University
- P. University of Arizona
- Q. University of Nevada-Reno
- R. Utah State University
- S. The Arboretum at Flagstaff
- T. Museum of Northern Arizona
- U. Mesa State College
- V. Southern Utah University
- W. Center for Desert Archaeology
- X. Rocky Mountain Bird Observatory
- Y. Weber State University
- Z. University of New Mexico
- AA. Navajo Nation
- BB. Crow Canyon Archaeological Center
- CC. University of Pennsylvania

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

  
\_\_\_\_\_  
[Print Name]:  
[Print Title]: Grants Management Officer

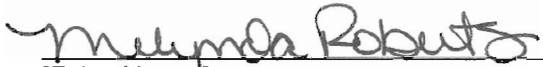
6/4/09  
Date

  
\_\_\_\_\_  
[Print Name]:  
[Print Title]:

6/17/09  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

B. U.S. Bureau of Reclamation

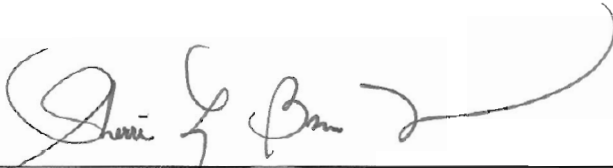
Handwritten signature of Melynda Roberts in cursive script, written over a horizontal line.

[Print Name]: Melynda Roberts  
[Print Title]: Grants Officer

10/18/09  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

C. U.S. Geological Survey

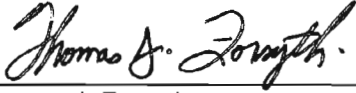


Sherril Ly Bredesen  
Contracting Officer

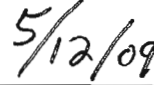
05/18/09  
Date

ARTICLE XIII. AUTHORIZATING SIGNATURES ( cont.)

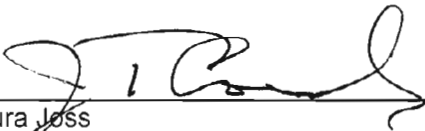
D. NATIONAL PARK SERVICE



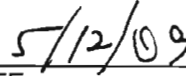
\_\_\_\_\_  
Thomas J. Forsyth  
Contracting Officer  
Intermountain Region



\_\_\_\_\_  
DATE

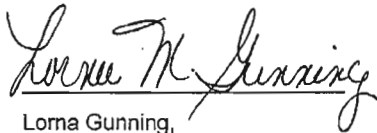


\_\_\_\_\_  
Laura Joss  
Associate Regional Director  
Resource Stewardship & Research  
Intermountain Region



\_\_\_\_\_  
DATE

D. National Park Service  
Colorado Plateau CESU  
H2370094001



Lorna Gunning,  
WASO WCO Deputy Chief of Contracting]

28 May 2009

Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

E. USDA Forest Service



for

\_\_\_\_\_  
[Print Name]: ALISON HILL  
[Print Title]: Deputy Station Director

5/26/09  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. Natural Resources Conservation Service

Elvis D. Speight

[Print Name]:

[Print Title]:

Elvis D. Speight

Acting, Deputy Chief for Management

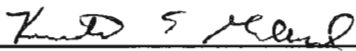
6-28-09

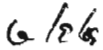
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

G. U.S. Department of Defense – Office of the Deputy Under Secretary of Defense  
(Installations and Environment)

  
\_\_\_\_\_  
**Kenneth E. Goddard**  
**Grants Officer**  
**U.S. Army Engineering & Support Center- Huntsville**

  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

H. Northern Arizona University

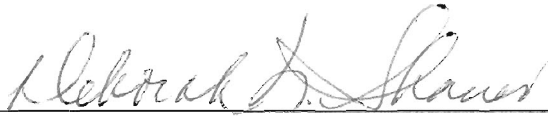
*Wilma G. Ennenga*

\_\_\_\_\_  
Wilma G. Ennenga  
Director of Grant and Contract Services

*10 June 2009*  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

I. Arizona State University  
Arizona Board of Regents for and on behalf of  
Arizona State University



[Print Name]: **Deborah N. Shaver**  
[Print Title]: **Director, Research Administration**  
**Arizona State University**

6/9/09  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

J. Colorado State University



*6/3/09*

*CM*

\_\_\_\_\_  
[Print Name]: **Betty Eckert**  
[Print Title]: **Associate Director, Sponsored Programs**

\_\_\_\_\_  
Date

06/12/2009 14:29 5053683550

DEI PATHWAY

PAGE 02

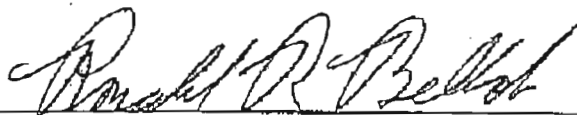
JUN-10-2009 15:41 From:DC PRESIDENTS OFFICE 9287243327

To:5053683550

P.1/1

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Diné College



[Print Name]: RONALD R. BELLUCI  
[Print Title]: VP ADMIN + FINANCE

6/12/09  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

L. Fort Lewis College

*Stephen A. Roderick*

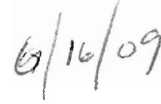
[Print Name]: *Stephen A. Roderick*  
[Print Title]: *Provost*

*5/29/09*

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. Haskell Indian Nations University



---

[Print Name]:

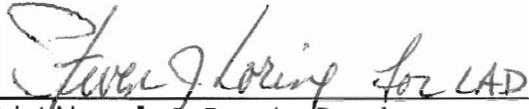
[Print Title]:

---

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

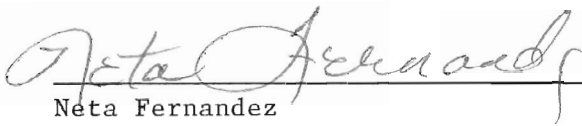
N. New Mexico State University  
Agricultural Experiment Station



[Print Name]: LeRoy A. Daugherty  
[Print Title]: Associate Dean and Director

6/1/09  
Date

Regents of New Mexico State University  
Office of Grants and Contracts



Neta Fernandez  
Director

6/8/09  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

O. Oregon State University

*Patricia A. Hawk*

[Print Name]:

[Print Title]:

Patricia A. Hawk  
Director, Sponsored Programs  
Contracting Officer

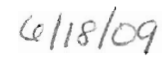
*6/18/09*  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. University of Arizona



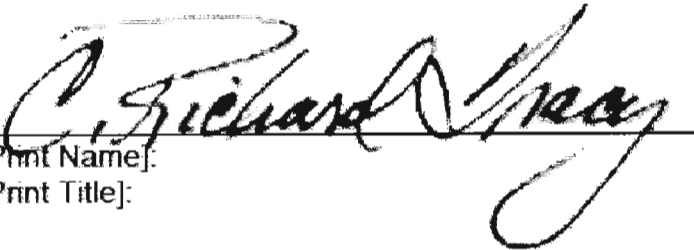
\_\_\_\_\_  
[Print Name]: Lee Anne T. Peters  
[Print Title]: Contract Officer



\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. University of Nevada-Reno

  
[Print Name]:  
[Print Title]:

June 1, 2009  
                      
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Utah State University



[Print Name]:

[Print Title]:


R. David Paul  
Director  
Sponsored Programs Office

UD 5/14/09

5/14/09  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

S. The Arboretum at Flagstaff

  
\_\_\_\_\_  
[Print Name]: STEVE YODANIS  
[Print Title]: EXECUTIVE DIRECTOR

6/4/09  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

T. Museum of Northern Arizona



Robert Breunig, Director

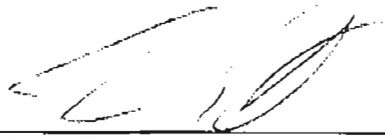
6-4-09

[Print Name]:  
[Print Title]:

Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

U. Mesa State College



---

[Print Name]: Tim Foster  
[Print Title]: President

6/9/09  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. Southern Utah University

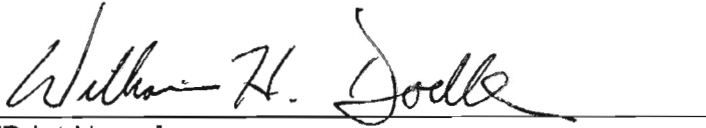
Wesley R. Curtis  
[Print Name]: Wesley R. Curtis  
[Print Title]: Vice President for Regional Services

5-15-09  
Date



ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. Center for Desert Archaeology



[Print Name]:

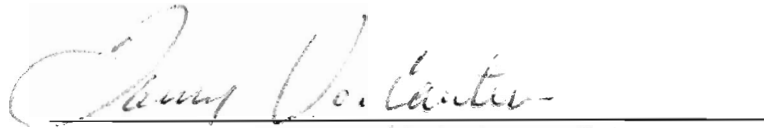
[Print Title]: WILLIAM H. DOELLE

PRESIDENT AND CEO

6/3/09  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. Rocky Mountain Bird Observatory



[Print Name]: TOMMY DECASTER  
[Print Title]: EXECUTIVE DIRECTOR

5/17/10  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

Y. Weber State University

A handwritten signature in black ink, appearing to read "Melvin J. Carr", is written over a horizontal line.

[Print Name]:

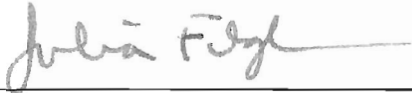
[Print Title]: Melvin J. Carr, Director

Office of Sponsored Projects

5/12/09  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Z. University of New Mexico



05/27/09

[Print Name]: Julia Fulghum, Ph.D.

Date

[Print Title]: Vice President for Research &  
Economic Development  
University of New Mexico

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

AA. Navajo Nation

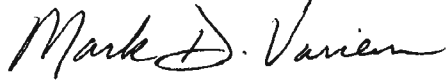
[signature page pending]

\_\_\_\_\_  
[Print Name]:  
[Print Title]:

\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BB. Crow Canyon Archaeological Center



Mark D. Varien VP. Programs

[Print Name]:

[Print Title]:

6/9/09  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CC. University of Pennsylvania



[Print Name]: FRANK MATERO  
[Print Title]: PROF. OF ARCHITECTURE

05.12.09  
Date

# REQUEST FOR ADVANCE OR REIMBURSEMENT

*(See instructions on back)*

OMB APPROVAL NO. <b>0348-0004</b>	PAGE _____ OF _____ PAGES
--------------------------------------	---------------------------

1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> <b>ADVANCE</b> <input type="checkbox"/> <b>REIMBURSEMENT</b> b. "X" the applicable box <input type="checkbox"/> <b>FINAL</b> <input type="checkbox"/> <b>PARTIAL</b>	2. BASIS OF REQUEST <input type="checkbox"/> <b>CASH</b> <input type="checkbox"/> <b>ACCRUAL</b>
---	--

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. **PERIOD COVERED BY THIS REQUEST**  
 FROM (month, day, year) \_\_\_\_\_ TO (month, day, year) \_\_\_\_\_

9. RECIPIENT ORGANIZATION

*Name:* \_\_\_\_\_

*Number and Street:* \_\_\_\_\_

*City, State and ZIP Code:* \_\_\_\_\_

10. PAYEE (Where check is to be sent if different than item 9)

*Name:* \_\_\_\_\_

*Number and Street:* \_\_\_\_\_

*City, State and ZIP Code:* \_\_\_\_\_

**11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	
a. Total program outlays to date <small>(As of date)</small>	\$	\$	\$	<b>TOTAL</b> \$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

**12. ALTERNATE COMPUTATION FOR ADVANCES ONLY**

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$



13. **CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**INSTRUCTIONS**

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Item</u>	<u>Entry</u>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		

# FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			Page	1	of	
pages								
3. Recipient Organization (Name and complete address including Zip code)								
4a. DUNS Number		4b. EIN		5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type		7. Basis of Accounting
						<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final		<input type="checkbox"/> Cash <input type="checkbox"/> Accrual
8. Project/Grant Period From: (Month, Day, Year)				To: (Month, Day, Year)		9. Reporting Period End Date (Month, Day, Year)		
10. Transactions							Cumulative	
<i>(Use lines a-c for single or multiple grant reporting)</i>								
<b>Federal Cash (To report multiple grants, also use FFR Attachment):</b>								
a. Cash Receipts								
b. Cash Disbursements								
c. Cash on Hand (line a minus b)								
<i>(Use lines d-o for single grant reporting)</i>								
<b>Federal Expenditures and Unobligated Balance:</b>								
d. Total Federal funds authorized								
e. Federal share of expenditures								
f. Federal share of unliquidated obligations								
g. Total Federal share (sum of lines e and f)								
h. Unobligated balance of Federal funds (line d minus g)								
<b>Recipient Share:</b>								
i. Total recipient share required								
j. Recipient share of expenditures								
k. Remaining recipient share to be provided (line i minus j)								
<b>Program Income:</b>								
l. Total Federal program income earned								
m. Program income expended in accordance with the deduction alternative								
n. Program income expended in accordance with the addition alternative								
o. Unexpended program income (line l minus line m or line n)								
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share	
				g. Totals:				
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:								
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)								
a. Typed or Printed Name and Title of Authorized Certifying Official					c. Telephone (Area code, number and extension)			
					d. Email address			
b. Signature of Authorized Certifying Official					e. Date Report Submitted (Month, Day, Year)			
14. Agency use only:								

Standard Form 425  
OMB Approval Number: 0348-0061  
Expiration Date: 10/31/2011

**Paperwork Burden Statement**

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0060), Washington, DC 20503.

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS:		
CONTACT PERSON NAME:		TELEPHONE NUMBER: (       )
ADDITIONAL INFORMATION:		

**PAYEE/COMPANY INFORMATION**

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: (       )

**FINANCIAL INSTITUTION INFORMATION**

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: (       )
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: (       )

### **Instructions for Completing SF 3881 Form**

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### **Burden Estimate Statement**

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

[Agency Partner Name] – Project Summary



**[CESU Name] Cooperative Ecosystem Studies Unit  
Agreement Modification Form**

FUNDING AGENCY:

SUB-AGREEMENT/MODIFICATION NUMBER:  
[CESU USE ONLY]

COOPERATIVE AGREEMENT NUMBER:

FUNDING AMOUNT:

PROJECT TITLE:

EFFECTIVE PROJECT DATES:

PROJECT PURPOSE:

STATEMENT OF MUTUAL BENEFIT AND INTEREST:

Key Words:

Federal Agency Contact(s) and Signature(s)		Partner Signature(s)	
<p>[Agency] Project Technical Representative &amp; Project Leader:</p> <p>Technical Rep:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p> <p>Project Leader:</p> <p>Phone:</p> <p>Email:</p> <p>No Signature Needed</p>	<p>[Agency] Administrator:</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Principal Investigator:</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Agreement / Grant Administrator:</p> <p>Signature: _____</p> <p>Date: _____</p>

Project Type:            Research \_\_\_\_    Technical Assistance \_\_\_\_    Education \_\_\_\_

Project Discipline(s):    Biological \_\_\_\_    Cultural \_\_\_\_    Physical \_\_\_\_    Social \_\_\_\_    Interdisciplinary \_\_\_\_

Annual Performance Report Required:

Report(s) Received:

Publications on File:

This Modification is subject to all the provisions included in the Cooperative Agreement [Insert Agency Agreement Number]

[CESU Name] CESU Tracking #: